

April 27, 2011

Received & Inspected

MAY -5 2011

FCC Mail Room

Docket No. 02-6 "Request for Review"

Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Washington, DC 20554

RE: Lake Erie Academy BEN 231342
FRN:2051610
471 Application number 757723
SPIN 143031112

Ms. Dortch,
I am writing to request a review of funding for Lake Erie Academy for Internet service. There was a change in personnel when this error occurred and was not found until now.

Ms. Truman was the person filing forms for Lake Erie Academy for the 2010 filing year. It appears that Ms. Truman accidentally requested a one-time charge of \$595 instead of a monthly charge for Internet service from ShutterNet/V2Ventures/Proficient. The attachment 21 was a contract that indicated the monthly charge of \$520. The PIA reviewer apparently did not catch the error. Only when reviewing paperwork for wrapping up this school year did I catch it. I am requesting that this situation be reviewed again to consider funding of \$520 billed each month.

Thank you for your time and consideration in this matter. If you have any questions, please email me at christine.nelson@leonagroup.com or call me at 517-203-3738.

Sincerely,



Christine Nelson
The Leona Group, LLC
4660 S. Hagadorn Rd. Ste. 500
East Lansing, MI 48823

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BASIC INTERNET SERVICES AGREEMENT AND TERMS & CONDITIONS

This BASIC SERVICES AGREEMENT (the "Agreement") is entered into between V2 Ventures, dba ShutterNet ("ShutterNet"), and Lake Erie Academy("Client") of 2740 W Central, Toledo 43606.

ShutterNet shall provide Client with (1) dedicated T-1 connection(s) to the Internet through ShutterNets' network from ShutterNet's closest Point of Presence (POP) (the "Connection"). Client shall pay ShutterNet the sum of \$520.00 per month plus a one time installation fee of \$00.00 which shall be due upon Clients execution of this Agreement. **THIS AGREEMENT INCLUDES THE TELCO CIRCUIT.** ShutterNet will order, configure, and maintain Clients local loop. In the event that the TELCO PROVIDER (LEC) cannot provision TELCO CIRCUIT required to provide Connection in a timely fashion and within the constraints of ShutterNet's agreement with the TELCO PROVIDER, either party may terminate and/or renegotiate this Agreement with (10) days written notice.

This Agreement shall commence on the date the Connection is activated (the "Activation Date") which shall be on or about July 1, 2007 for a term ending on the last day of the month which is 36 months subsequent to the Activation Date at which time this Agreement shall **automatically be renewed for successive one (1) quarter (3 month) periods, subject to earlier termination as set forth herein, unless either party notifies the other on or before 60 days prior to the end of the then existing term.** ShutterNet reserves the right to change its rates for any renewal term by notifying Client at least sixty days in advance of the effective date of such rate change. Client acknowledges that circumstances beyond the control of ShutterNet may cause a delay in turning up the Connection in which case the term of this Agreement shall commence on the date the Connection is activated; provided, however, in the event the delay in activating the Connection is the result of Clients failure to comply with or provide any of the Requirements the Term of this Agreement shall commence on the Activation Date.

Provision of Services. Subject to the terms and conditions of this Agreement, ShutterNet shall provide to Client the specified telecommunications and network access services set forth above (the "Services"), solely for Client's own use, and not for the use or benefit of any third party. Client may allow its employees, agents, and other users to access the Services on Client's behalf, provided Client communicates the terms and conditions of this Agreement to all potential users, and obtains from each user (or, in the case of a minor user, from the parent or legal guardian) a substantively equivalent agreement that limits the liability of ShutterNet as described in this Agreement. Client takes full responsibility for the use of the Services by any minors and hereby consents to such minors' use of the Services. The Services provided by ShutterNet to the Client are not for resale without the prior written agreement of ShutterNet. In the event the Client attempts to sell the Services, including the routing of Internet Protocol traffic from other individuals or organizations, ShutterNet must be notified. In such case, ShutterNet may, at its sole discretion, increase the fees associated with the Services rendered hereunder, or terminate this Agreement.

Restrictions. Client shall only use the Services for lawful purposes, in compliance with all applicable laws including, without limitation, copyright, trademark, obscenity and defamation laws. Unlawful activities may include (without limit) storing, distributing or transmitting any unlawful material through use of the Services, attempting to compromise the security of any networked account or site, making direct threats of physical harm or mass distribution of unsolicited communications (i.e. "Spamming"). Client and its users shall observe all generally accepted Net protocols. This includes sales practices, mass unsolicited e-mail distributions (which are prohibited), advertising on discussion boards / newsgroups (overt, direct ads are prohibited), language and other items as are in effect from time to time. To comply with applicable laws and lawful government requests, to operate its Services properly, or to protect itself or its account holders, ShutterNet reserves the right to access and disclose any information, data, graphics, video, sound, files and other content created by, provided by, or accessed by Client ("Content"). This may also include disclosing account holders' names and other registration and identification information. ShutterNet reserves the right in its sole discretion, but shall not be obligated, to remove from public view any Content incorporated on or through its Services. ShutterNet will fully cooperate with law enforcement



authorities in investigating suspected lawbreakers, and reserves the right to report to such authorities any suspect activity if which it becomes aware.

Equipment; Security; Domain Name Registration. Unless set forth in Exhibit "A", Client shall be responsible for obtaining and maintaining any equipment needed to connect to, access, and otherwise use the Services, including, without limitation, modems, routers, computing hardware, software, and local and long distance telephone service. Client shall be responsible for ensuring such equipment is compatible with the Services. Client shall also be responsible for maintaining the security of all its accounts, passwords, files, and any Content it disseminates through using the Services, and for all uses of its accounts, with or without Client's knowledge or consent. ShutterNet shall not be liable for any use of a requested domain name prior to ShutterNet informing Client that such name has been approved by Network Solutions.

Upgrades and Support. From time to time, ShutterNet may (and has the right to) send information and offers to Client and its users about upgrades, documentation and other services offered by ShutterNet. Notwithstanding the foregoing, unless otherwise agreed in writing, under no circumstances shall ShutterNet have any obligation to provide Client with upgrades, enhancements, modifications, or support for the Services other than as set forth herein.

IP Addresses. ShutterNet will assign IP addresses based on the number of work stations / nodes and as they are needed and used by Client. IP blocks are for Client use only and it is understood that ShutterNet will not guarantee routing of any IPs of any user other than Client, even if such IP address is part of a block assigned to Client by ShutterNet. IP addresses are not portable. If Client discontinues service with ShutterNet it will need to obtain new IP addresses. ShutterNet will have no responsibility or liability for any actions or costs incurred by Client in obtaining or reconfiguring its equipment with new IP addresses.

Circuit Extensions and Cross Connects. Prices listed herein are exclusive of any taxes, tariffs, telecommunications surcharges, or other fees that may be imposed from time to time by applicable third parties, law, or regulations. Such surcharges or fees include, but are not limited to, cross connect fees for customer provisioned local loops, telecom circuit extension fees, electrical extensions, service calls, and fees for jacks and other peripheral equipment provided by a third party and/or not contracted for herein. Circuit Extensions shall be defined as the extension from the LEC point of entry to the Client's desired demarcation location. In cases where Client is a lessee of the facilities in which Internet service is to be installed, Client assumes complete responsibility for all negotiations with lessor regarding access rights and any delays associated therewith. Client also assumes all responsibility for any costs assessed to Client by lessor as a result of the installation of Internet connectivity.

Payment Obligations. Client shall pay monthly to ShutterNet the fees for all Services provided, including all applicable LEC charges, as set forth in this Agreement. Services specified as "pre-paid" shall be paid in part at time of sale, the balance due at time service is installed. If the Services in this Agreement include Burstable Internet service, monthly charges shall vary in accordance with the rate plan selected based upon the applicable port fee plus the bursting fee, calculated on total megabits transmitted per month to and from Client during such month as determined solely with reference to the usage log files maintained by ShutterNet (NOTE: Although computer files are often measured in "Bytes", data line speeds are measured in "Bits" and, as such, are the most accurate incremental billing unit). Client shall also pay ShutterNet the Account Initiation fees and Deposits set forth above, at the time of execution of this Agreement. Port and LEC fees will be invoiced monthly, in advance, and are due upon receipt during the term of this Agreement. Each invoice will also show any fees due for usage for the previous completed month and are due at the same time as the port fees. Failure to pay fees on a timely basis may result in interruption or termination of the Services. Should the Services be terminated, interrupted or discontinued due to non-payment, ShutterNet may at its option require Client to pay a restoration charge, in addition to any current late payment charge and interest, prior to reconnecting the Services. Unpaid invoices are subject to ShutterNet's then-current late payment charge and interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, plus all expenses of collection, including attorney's fees.



Termination. This Agreement shall be effective and binding upon the parties hereto upon full execution by both parties. The term of this Agreement shall commence upon installation of the initial service connection by ShutterNet and shall continue for the term set forth above. Should Client cancel an order in process prior to installation, or, following installation, terminate this Agreement, other than for breach, at any time during the term of the Agreement, Client shall be liable to pay ShutterNet cancellation penalties as outlined in our Order Cancellation and Termination Policy, a copy of which can be requested in writing. Should Client seek to terminate existing services at any service location on an Internet or frame relay network, whether services are to be relocated to another location or not, Client shall be liable to charges as outlined in our Move Relocation Policy, a copy of which can be requested in writing. Either party may terminate this Agreement without notice upon the other party's breach of any term, condition, or obligation hereunder if such breach is not remedied (i) within ten (10) days from the date of written notice with respect to any monetary obligation, and (ii) within 30 days from the date of written notice with regard to any other breach.

Internet Content. ShutterNet hereby WARNS Client that a vast variety of Content is available on the networks to which the Services provide access. Some of this Content may be deemed shocking, distasteful, misleading, inaccurate or otherwise harmful to Client and/or users. ShutterNet has no obligation to screen, edit, monitor or otherwise censor Content in any way. Client hereby acknowledges ShutterNet has, and shall have, no liability for how the Services are used, what Content is posted or accessed, or what effects the Content may have on Client and its users, or how they may interpret or use such Content. Client agrees to hold ShutterNet harmless from all consequences of Client posting, accessing or using Content, as well as claims resulting from Client's access to the Services and their use.

Electronic Communications Privacy Act Notice (18 USC 2701-2711). SHUTTERNET MAKES NO GUARANTEE OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON ITS NETWORK OR ANY NETWORK ATTACHED TO ITS NETWORK. ShutterNet will not be liable for the privacy of e-mail addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on ShutterNet's equipment, transmitted over networks accessed by the Services, or otherwise connected with Client's use of the Services. Client agrees that due to the state of the art, unauthorized access to their site is possible. ShutterNet acts as a common carrier, and as such does not provide any filtering or protection from the activities of the Internet as a whole. The Client is responsible for analyzing, implementing, maintaining, and monitoring network security as it pertains to their site. In order to help maintain the security of the ShutterNet environment, ShutterNet may control access to privileged modes of operation on the ShutterNet network. Any attempts by Client to bypass or otherwise thwart security on privileged modes of operation, or gain unauthorized access to any ShutterNet facilities, will constitute a breach of this Agreement. In the event of such breach, all moneys due through the end of the contract will become due and payable immediately, Internet service will be immediately terminated, and Client may be liable for other damages as well. Client agrees to inform ShutterNet of any apparent breaches of security, such as loss, theft, or unauthorized disclosure or use of a user ID or password. Until ShutterNet is notified by electronic or conventional mail, or by telephone, of a breach of security, Client shall remain liable for any unauthorized use.

ShutterNet Provided Equipment. For the term of this Agreement, ShutterNet shall provide to Client, on the terms and conditions as specified in Exhibit "A", the equipment described in this Agreement (the "Equipment") for the term of this Agreement. Client, at Client's own cost and expense, shall maintain and keep the Equipment in good repair, condition and working order, shall use the Equipment lawfully, in a careful and proper manner, and shall not alter the Equipment without ShutterNet's prior written consent. ShutterNet reserves the right to inspect the Equipment at any reasonable time. The Equipment is for the express purpose of use by the Client, and no persons or entities other than Client may use, store or operate the Equipment without the written consent of ShutterNet. The Equipment is, and at all times shall remain, the sole and exclusive property of ShutterNet, and Client shall have no right, title or interest therein, except as set forth by this Agreement. Except as described in this Agreement, Client has no right to purchase or otherwise acquire title to or ownership of any of the Equipment or property of this Agreement no matter that the Equipment or any part thereof may now be, or hereafter become, attached or affixed to real property or any improvements thereon. Client, upon the termination or



expirations of this Agreement, shall return, at its sole cost, the Equipment in good repair and condition (normal wear and tear excepted) to ShutterNet. Client shall maintain adequate insurance on the Equipment to insure against damage to or loss of the Equipment.

Warranty Disclaimer. Client uses the Services at Client's own risk. ShutterNet, its employees, affiliates, agents, third-party information providers, merchants, licensors and the like, do not warrant the Services will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of the Services, or as to the accuracy or reliability of any Content, product, service, or merchandise provided through the Services. THE SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT BY WAY OF LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT, ARE MADE WITH RESPECT TO THE SERVICES OR ANY CONTENT OR SOFTWARE THEREIN.

Confidential Information. Client shall hold confidential and shall not use or permit others to use any confidential information identified as such in writing or orally by ShutterNet, or information which Client knows or has reason to know is confidential, proprietary or trade secret information of ShutterNet.

Force Majeure. Customer shall not hold ShutterNet liable for any delay or failure in performance whatsoever due to acts of God, earthquakes, shortage of supplies, termination for any reason of services by its telecommunication service providers, transportation difficulties, labor disputes, riots, war, fire, epidemics and similar occurrences beyond ShutterNet's reasonable control.

Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT OR OTHERWISE, SHUTTERNET WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNT IN EXCESS OF THE AGGREGATE OF THE AMOUNTS PAID BY COMPANY FOR THE SERVICES DURING THE THREE MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE OR (II) FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR FILES, LOST PROFIT, LOSS OF GOODWILL, TIME, SAVINGS OR REVENUE.

Miscellaneous. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Client except with ShutterNet's prior written consent. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to the conflict of laws provisions thereof. Both parties agree this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all modifications must be in a writing signed by both parties, except as otherwise provided herein. ShutterNet may assign this Agreement to any present or future parent, affiliate, wholly owned subsidiary, or successor at any time. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Client does not have any authority of any kind to bind ShutterNet in any respect whatsoever. In the event of a breach of this Agreement, or a dispute with respect hereto, which cannot be settled by the parties through negotiation, the parties agree to submit the matter to the Small Claims Court in Madison Heights, Michigan, or, if such court is unavailable, the Small Claims Court of appropriate jurisdiction and venue elsewhere in Oakland County, Michigan; provided, however, that if the dispute is not within the jurisdiction of such court or the amount of the claim exceeds the jurisdictional limit of such court, the parties agree to submit the matter to binding arbitration in Southfield, Michigan, pursuant to the Commercial Rules of the American Arbitration Association. In addition, the prevailing party shall be entitled to recover costs and attorneys' fees. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered; the day



after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement is subject to other terms and conditions as may be posted from time to time at www.shutter.net. COMPANY RECOGNIZES AND AGREES THAT THE WARRANTY, LIABILITY AND REMEDY DISCLAIMERS AND LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED-FOR BASES OF THIS AGREEMENT, THAT WITHOUT THEM SHUTTERNET WOULD NOT ENTER INTO THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN THE DECISION BY COMPANY TO ENTER INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

ShutterNet

By: Jim Weyand
Print: Jim Weyand
Title: Member
Date: 2/16/07
Address: 25786 Commerce Drive
Madison Heights, MI 48071
Phone: 248 544 2930
Fax: 248 544 7155

Client

By: Deb Fett
Print: Deb Fett
Title: VP Technology
Date: 2/16/07
Address: _____
Phone: _____
Fax: _____